

# Black Hawk Co/Teamsters 238 (Sheriff)

2004-2005  
CEO 80  
SECTOR 2

## IN THE MATTER OF THE IMPASSE

BETWEEN

BLACK HAWK COUNTY,

Employer,

vs.

TEAMSTERS LOCAL #238  
(Sheriff),

Employee  
Organization.

### REPORT OF FACT FINDER

Wilford H. Stone, Fact Finder

Issued: March 3, 2005

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### A. APPEARANCES

#### **For Black Hawk County, Iowa:**

Donald Hoskins, Attorney  
Brian Gruhn, Attorney  
Gary Ray, Chief Negotiator  
June Watkins, Human Resource Director  
Mike Kubic, Sheriff  
Daniel Krutsinger, Captain  
Mark Johnson, Captain

#### **For Teamsters Local #238:**

Jill Hartley, Attorney  
Jim Tuecke, Business Agent  
Alice Peyton  
Pauline Arns  
Tom Frisch, Deputy  
Tom Nichols, Deputy  
Lionel Brown, Deputy

### B. INTRODUCTION/STATEMENT OF JURISDICTION

This matter proceeded to a fact finding hearing pursuant to the statutory procedures established in Iowa Code Chapter 20 (2005). The undersigned was selected to serve as a fact finder from a list furnished to the parties by the Public Employment Relations Board.

Pursuant to the parties' agreement, the fact finding hearing was held beginning at 10:00 a.m., February 23, 2005, at the Black Hawk County Courthouse in Waterloo, Iowa. The hearing was electronically recorded. There is a dispute regarding negotiability on some language issues, and the County has filed a Petition for Resolution of Negotiability Dispute with PERB. The parties agreed the factfinder was to rule on all issues presented to him, however. No subpoenas were requested and no stenographic recordings were requested.

In the course of the hearing, both parties submitted their evidence and were given full opportunity to introduce evidence, facts and present argument, rebuttal and surrebuttal in support of their respective positions. The majority of the evidence was submitted through the parties' representatives, Jill Hartley, Don Hoskins, Brian Gruhn, and Gary Ray. Several witnesses testified: Captains Johnson and Krutsinger, and Deputies Frisch and Brown.

The matter is now fully submitted. Representatives for both parties (Jill Hartley, Don Hoskins, Brian Gruhn, and Gary Ray) vigorously argued their positions, and the oral presentations and arguments were of assistance to the factfinder. The parties chose not to submit post-hearing briefs, and the hearing was closed at 2:15 p.m. The recommendations set forth below are based upon the fact finder's weighing of all of the facts and arguments submitted.

### **C. EXHIBITS**

The parties both submitted notebooks containing their exhibits. Both notebooks were admitted with no objection, and are incorporated by reference and as cited by the factfinder in his report. Copies of all exhibits will be filed with PERB.

In addition, the County provided the factfinder and the Union with a copy of its Petition for Resolution of Negotiability Dispute.

#### **D. FACT FINDING CRITERIA**

While Iowa Code Chapter 20.22(a)(2005) lists specific criteria to be used by an arbitrator in determining the reasonableness of the parties' arbitration proposals, the statute is silent concerning fact finders. Nonetheless, it is now well established that it was the statute's intent that fact finders also make their recommendations based upon the statutory criteria in Iowa Code 20.22(a)(2002):

The panel of arbitrators shall consider, in addition to any other relevant factors, the following factors:

1. Past collective bargaining contracts between the parties including the bargaining that led up to such contracts.
2. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and the classifications involved.
3. The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services.
4. The power of the public employer to levy taxes and appropriate funds for the conduct of its business.

#### **E. ITEMS AT IMPASSE/FINAL OFFERS**

The parties stipulated that there were six issues at impasse, and requested the factfinder to issue a recommendation on each of the six:

1. **Article 13 - Insurance.** See attached Union Exhibits 1 and 2 containing the parties fact-finding offers.
2. **Article 16 – Casual Days.** Id.
3. **Article 20 – Hours of Work, Section 20.2.** Id.

4. Article 20 – Hours of Work, Paragraph A. Id.
5. Article 26 – Effective Job Classification Changes. Id.
6. Exhibit “A” (Wages). Id.

#### F. BACKGROUND

Black Hawk County is located in northeastern Iowa. In addition to the deputy sheriffs represented by Teamsters Local #238, the County also bargains with seven other units: clerical, nurses, maintenance, roads, attorneys, conservation and health. Black Hawk County also has a large number of unrepresented employees. See, e.g., County Exhibit S-4 (units).

The parties agreed that there are 127 employees in the unit represented by the Teamsters Local #238, of which 26 elect single insurance coverage, and 89 elect family insurance coverage. The parties bargained to impasse during last year's negotiations, and both a factfinder and arbitrator rendered awards. See Employer Exhibit I-6A and I-6B. The Employer refers to the external comparability group as the “Wiant 7,” named after factfinder Rex Wiant's 2004 award finding the following counties comparable to Black Hawk County: Linn, Scott, Johnson, Woodbury, Dubuque and Pottawattamie Counties. See County Exhibit I-10. The Union apparently agrees, but would also add Cerro Gordo County. See Union Exhibit 4. Both parties also agree that the collective bargaining history between the parties has resulted in “pattern bargaining” with the other Black Hawk County unions on the issues of wage and insurance. See, e.g., County Exhibit I-6B, page 8.

G. POSITIONS OF THE PARTIES, FINDINGS OF FACT, AND  
RECOMMENDATIONS<sup>1</sup>

1. Article 13 - Insurance.

A. **Black Hawk County Position.** A copy of the County's entire fact-finding position is attached, and a careful review of the insurance proposal is warranted because of the number of proposed changes.<sup>2</sup> See attached Union Exhibit 2. The County submitted voluminous exhibits on both insurance (County Exhibits IN-1 to IN-12) and its financial condition (County Exhibits B-1 to B-37). The County argues it has "overriding drastic budget problems." The County argues that without any plan changes and/or increased employee contributions, health insurance costs would be increasing 20% for next year in addition to a recent 4% increase. See County Exhibit IN-1. The County notes that premiums have increased from \$158 for single coverage in 1998 to \$425 for next year, or 170% increase. Id. The County notes premiums have increased from \$387 for family coverage in 1998 to \$1,063 for next year, or 174.7% increase. The County notes that without any changes in the plan and/or employee contributions, the cost of insurance for all county employees is increasing by \$1,006,091. Id. The County believes that the amounts contributed by sheriffs department employees has not "increased meaningfully" in the past years. Id. The County believes that this is a bargaining year where the expression "you can't have your cake and eat it too" is very applicable. Id.

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<sup>1</sup> The background is incorporated into all findings of facts and recommendations.

<sup>2</sup> The factfinder notes Article 13 states the out-of-pocket maximum for family is \$1,500, yet County Exhibit I-4 and IN-11 state Black Hawk County has a \$1,000 family out-of-pocket maximum. The County's last offer also lists the out-of-pocket family maximum to be \$1,500. Whether the family out-of-pocket maximum is \$1,000 or \$1,500, however, does not change any of the factfinder's recommendations regarding this issue. See County Exhibit IN-11.

The County notes that the current cost of insurance is \$982,486. See County Exhibit IN-3. The Union's offer will increase insurance by 23.1%, while the County's offer will increase insurance 20.8%. Id. The County presented comparability information on other county employees (County Exhibit IN-5 and IN-6), and within the comparability group (County Exhibit IN-7, IN-8, and IN-9). The County believes that its offer will not impose any unwanted burden on the deputy sheriff unit, and that there is no justification for this particular unit to contribute significantly less than the other county employees, particularly for family insurance. See County Exhibit IN-5. The County also notes that its employees are currently behind employees in other counties in the amount they contribute towards the cost of health insurance. See County Exhibit IN-7.

Although the County does not believe Cerro Gordo was part of the comparability group, it notes that its out-of-pocket maximum of \$1,500/\$2,000 is more consistent with the County's offer than the Union's. See County Exhibit IN-11. The County also noted that it settled with its PPME units before the final insurance numbers were available, and that the sheriff's department employees earn considerably more. County Exhibit S-5. "Accordingly, this unit should be awarded less than the other units." Id.

**B. Teamsters #238 Position.** The Union proposes no change to the insurance language, except to increase the co-payment for office visits from \$10 to \$20. See attached Union Exhibit 1. The Union admits that its offer is intended to affect "usage" of the plan and encourage its employees to decrease insurance utilization. However, the Union claims that the Employer's proposal goes beyond this and also increase in premiums for everyone. The Union agrees with the

County regarding the number of employees electing both single and family coverage: there are 26 employees electing single coverage, and 89 employees electing family coverage. The Union further notes that many similar employees pay nothing towards premiums, and cites Johnson, Woodbury, and Cerro Gordon Counties. See also County Exhibit IN-7 and Union Exhibits 4 through 10 (other collective bargaining agreements).

**C. Findings of Fact and Recommendation by the Fact Finder.**

Comparability on health insurance plans is often difficult because each plan differs so much. See, e.g, IN-5 to IN-11. Here, the factfinder listened to lengthy testimony and reviewed substantial documents concerning the health insurance issue and the County's budget "crisis." See County Exhibits IN-1 to IN-2; B-1 to B-37; and S-2 to S-10. Some changes to the plan are clearly warranted. Fortunately, there is substantial internal and external comparability regarding premium contributions (County Exhibit IN-5, 6 and 7), deductibles (County Exhibit IN-11), and out-of-pocket maximum (County Exhibit IN-11). This evidence leads the factfinder to recommend increasing premium contributions, deductibles and co-payment, but retaining the current out-of-pocket maximums of \$750/\$1,500. See footnote 2 and Union Exhibit 2.

Within Black Hawk County, it is undisputed that at least two other unions have settled at an employee premium contribution of \$25 single and \$75 family. See County Exhibit IN-5. The comparability data suggests that a \$25 single contribution is "above average" for single insurance, but that \$75 family contribution is "below average" on family employee contributions. See County Exhibit IN-7 (average contribution – single \$17.50 and family \$93.23). The collective bargaining

history also supports increasing the family premium contribution to \$75, and keeping the single premium contribution at \$25. See IN-5 and IN-6B, page 9 (discussion of Black Hawk County pattern). The comparability information on deductibles indicates that the County's proposal of \$500/\$1,000 is consistent both internally and with both Dubuque and Johnson Counties. See County Exhibit IN-11. The evidence also indicates that the current out-of-pocket maximums of \$750/\$1,500 are comparable to or even higher than the majority of other counties (Linn, Johnson, and Pottawattamie Counties). See County Exhibit IN-11. While the County notes Scott County is equal to, and Woodbury County is higher than Black Hawk County, the deductibles at both are much lower (Scott County - \$0; Woodbury County - \$100/\$200). Regarding the co-payment, both the Union and Employer agree that the employee's share should be increased from \$10 to \$20 per office visit. See Union Exhibit 1 and 2. Moreover, increasing the deductibles and co-payment for office visits is consistent with the Union's testimony that it is trying to assist the County in decreasing insurance "usage." There was also testimony that the sheriff's department employees already have low "usage." The factfinder believes it is in the public interest and welfare to require employees to share more in the cost of health insurance with the employer and to also receive adequate coverage consistent with comparable employers.

There was also one reference by the Employer regarding its proposed change to the 90 day mail order prescription co-pay language, in which it proposed to delete the following language: "Above of first 60 day supply, no co-pay for last 30 days." See attached Union Exhibit 2. There was no testimony regarding the intent behind deleting this particular provision in Article 13, nor did any of the parties



submit any documents comparing it internally or externally. On this record, the factfinder is reluctant to change this provision absent better testimony regarding it.

Therefore, based on the collective bargaining history of the parties, a comparison to other public employees doing comparable work, the interest and welfare of the public, and the ability of Black Hawk County to fund such an increase, the factfinder recommends that Article 13 be changed as set forth and drafted below in the Summary of Recommendations/Report.

**2. Article 16 – Casual Days.**

**A. Black Hawk County Position.** Black Hawk County proposes adding a new paragraph 16.3 that would read as follows: "This Article does not apply to those employees hired on or after July 1, 2006." See attached Union Exhibit 2. The County submitted Exhibit L-3, which shows the number of casual days contained in other comparable counties. Black Hawk County argues that it is well above average on the number of paid days off allowed each year. The County argues that these benefits cost Black Hawk County dollars that would otherwise go into wages. The County is proposing that new employees have no casual days which will basically bring new employees to the group average for holidays and personal/floater/casual days. The County notes that the current number of casual days cost the County around \$57,228. See County Exhibit L-3.

**B. Teamsters #238 Position.** The Union proposes no change to the collective bargaining agreement regarding casual days.

**C. Findings of Fact and Recommendation by the Fact Finder.** The County proposes to grandfather in all current employees, and deny casual days to all new employees hired after July 1, 2006. On the record before him, however, the

factfinder is reluctant to recommend changing contract language to remove casual days for new employees. The contract language is best shaped by the parties themselves during the give and take of bargaining. There was testimony at the hearing that the parties did not discuss at any length the various language issues currently before the factfinder. Absent more information regarding the collective bargaining history between the parties, and the collective bargaining history in the comparability group, the factfinder does not believe a neutral should be writing or re-writing such language for the parties. Under the circumstances, the factfinder believes that it is in the public interest and welfare to continue the same language regarding casual days and not add any new language grandfathering in new hires. Accordingly, based on the collective bargaining history of the parties, a comparison to other public employees doing comparable work, the interest and welfare of the public, and the ability of Black Hawk County to continue to finance casual days for its employees, the factfinder recommends as most reasonable no change to this language.

**3. Article 20 – Hours of Work, Section 20.2.**

**A. Black Hawk County Position.** The Employer proposes the current contract except the following change in paragraph 20.2, in the second paragraph, where the Employer proposes to delete any language permitting employees to bid shifts twice a year. See County Exhibit L-1. See attached Union Exhibit 2 for the specific language to be deleted (the February 1 and March 1 references in the above paragraph). The County argues that the evidence shows it is the only county in which shifts are bid twice a year, and argues that the comparability is “overwhelmingly in support of the County proposal to change the system so that

management personnel as well as the deputies do not waste time on bidding twice per year when once per year is sufficient." Captain Mark Johnson also testified regarding the bidding proposal and stated that while there had not been as much bumping recently, his main concern in the jail was the "learning curve." He stated that a deputy needed around 60-90 days to learn the position, but that employees often transferred to another shift and any training opportunity was "lost" in the transfer. He also testified to "safety" issues. He further testified on cross-examination that he was aware of only six employees that had changed shifts since March, 2004, and had "no idea" of the number of employees that had bumped beyond there. He also testified that there had been no safety incidents reported of which he was aware.

**B. Teamsters #238 Position.** The Union argued no change was necessary to the contract and argued that there really was no evidence of the number of employees that had bumped to another shift, nor was there any evidence of any safety issues. It proposes to keep the current contract language.

**C. Findings of Fact and Recommendation by the Fact Finder.** Based on the record, the factfinder believes that this was another language issue that the parties needed to bargain further at the collective bargaining table. While County Exhibit L-1 indicates that none of the other counties in the comparability group bid shifts twice a year, further information regarding the collective bargaining history between the parties, and the collective bargaining history in the comparability group would have shed further light for the factfinder to place the County's proposal into better perspective. This is consistent with the generally accepted proposition that when the parties mutually agree to contract language, it

often involves certain trade offs and concessions by the parties. A neutral should not be writing or re-writing the language for the parties under the circumstances, absent some compelling reasons to do so justified in the record. The testimony regarding the actual bumping that has occurred, and the lack of documented safety issues, suggests that the current contract language permitting shift bids twice a year does not require any revisions by a neutral. The factfinder also notes that the contract language requires that any employee before bumping must be "qualified" to perform work assigned on the new selected shift. The factfinder believes that it is in the public interest and welfare to continue this same language and ensure that qualified employees are working on their selected shift. Accordingly, based on the collective bargaining history of the parties, a comparison to other public employees doing comparable work, the interest and welfare of the public, and the ability of Black Hawk County to fund the existing contract language, the factfinder recommends as most reasonable no change to this language.

**4. Article 20 – Hours of Work, Paragraph A.**

**A. Black Hawk County Position.** In this proposal, the County proposes to eliminate the current language in Article 20.4.A "Scheduled," which currently reads: "When the necessity for overtime is known more than eight (8) hours in advance, such time will be distributed to the division employees by seniority," and insert the following new language: "A monthly sign up sheet shall be posted for employees to volunteer for available overtime hours. Voluntary overtime opportunities known more than eight (8) hours in advance shall be rotated. An employee who is called for overtime will move to the bottom of the list." See

attached Union Exhibit 2. The County presented the testimony of Captain Mark Johnson and Captain Daniel Krutsinger regarding this language.

**B. Teamsters #238 Position.** The Union proposes no change to this provision of the collective bargaining agreement.

**C. Findings of Fact and Recommendation by the Fact Finder.** The collective bargaining agreement contains two types of overtime procedures: scheduled (paragraph A) and unscheduled (paragraph B). As became clear at the hearing, there was confusion as to which provision was being discussed, and proposed for change. Witnesses testified that there was "no problem" with paragraph A regarding scheduled overtime. The problem appears to involve unscheduled or "forced" overtime in paragraph B, which is not before the parties or this factfinder. As the Employer itself admitted at the hearing, the parties spent very little time at the negotiating table discussing language issues. There was testimony that the parties may have had only one or perhaps several short bargaining sessions before proceeding to mediation, and never really had an opportunity to discuss this language. On this record, therefore, the factfinder is again reluctant to change any contract language, and believes that such language is best shaped by the parties themselves during the give and take of bargaining. Therefore, the factfinder believes it is in the public interest and welfare to continue the same language regarding scheduled overtime and not delete the old language and insert new language for the parties. Accordingly, based on the collective bargaining history of the parties, a comparison to other public employees doing comparable work, the interest and welfare of the public, and the ability of Black Hawk County to

fund the existing scheduled overtime provision, the factfinder recommends as most reasonable no change to this language.

5. **Article 26 – Effective Job Classification Changes.**

A. **Black Hawk County Position.** The County proposes to delete the first paragraph from Article 26.2 stating that “when a deputy is assigned by the sheriff to a lieutenant’s job classification for six or more consecutive working days, he shall receive the rate of pay of the lieutenant’s classification. A personal action must be processed for pay purposes.” The County proposes no further changes to this language. Captain Mark Johnson testified regarding the operation of Article 26 and the assignments of a deputy to the sergeant’s job classification. He further testified that he was unable to recall any situation where a deputy had ever been assigned by the sheriff to a lieutenant’s job classification.

The County also submitted County Exhibit L-4 containing a comparison to other counties regarding out of classification pay to sergeant pay. According to the County, the Union is seeking to have the most liberal provision providing for immediate pay for its membership. The County claims that it wants to remain the “second most liberalist to the filling in for sergeants.” Id. The County also seeks to have no provision with respect to filling in for lieutenants which “rarely happens.” See County Exhibit L-4. The County also argued that sergeants are different than deputies, as they have to pay a higher family premium of \$150 per month, and deputies currently do not have to pay that.

B. **Teamsters #238 Position.** The Teamsters propose no change to the first paragraph of Article 26.2, but proposes that in paragraph 2, that the words “five or more working days” be deleted and that the section be amended to read:

"When a deputy is assigned by the sheriff to a sergeant's classification the deputy shall be compensated hour per hour at the sergeant's rate of pay." Deputy Tom Frisch testified regarding his review of out of classification assignments for the past year. Deputy Lionel Brown also testified and noted that the difference between being a sergeant and a regular deputy was the degree and level of supervision. The sergeants supervise the deputies, while the deputies supervised inmates and performed also jail functions. The Union claimed that the issue had become more common and that it wasn't fair for his deputies to serve as "acting sergeants" and be compensated for being a deputy. The Union noted that its provision was similar to Dubuque County and perhaps Scott County (although County Exhibit L-4 states that Scott County employees receive out of classification pay beginning the sixth consecutive day). See County Exhibit L-4.

**C. Findings of Fact and Recommendation by the Fact Finder.**

Unlike the other language issues, the parties presented more testimony on this particular language issue. The Union presented concrete examples of the problems it perceived with the existing language and the perceived inequities to its membership working in the jail. The County, however, cites comparability data purporting to show that only one other county permits deputies working out of classification to receive sergeant pay immediately (Dubuque County). See County Exhibit L-4. While listening to the extensive testimony from the various witnesses regarding this issue, the factfinder was again reminded that contract language is best shaped by the parties themselves during the give and take of bargaining. Information regarding the collective bargaining history between the parties, and the collective bargaining history in the comparability group would have shed further

light for the factfinder to place the parties' proposals into better perspective. On this record, the factfinder is reluctant to recommend any change to Article 26.2 regarding out of classification pay. The testimony established that no witness recalled any deputy ever being assigned by the sheriff to a lieutenant's job classification. The County merely proposes to delete this language because it "rarely happens." See County Exhibit L-4. However, at some point the language was inserted in the collective bargaining agreement and the various trade offs and concessions by the parties were not explained to the factfinder. Likewise, as noted above, the factfinder believes the record indicates that the parties did not have a full opportunity to negotiate the issue of out of classification pay to sergeant pay. There was considerable testimony about a sergeant's supervisory functions, the differences in pay and insurance costs, and the number of days deputy sheriffs serve as "acting sergeants." Many of the witnesses, however, were unclear about the language and costing issues, and the County representative conceded there was "confusion" surrounding the language, largely because of the lack of bargaining over it. The factfinder believes that it is in the public interest and welfare to continue the same language regarding out of classification pay in Article 26 and to make no changes to the contract. Accordingly, based on the collective bargaining history of the parties, a comparison to other public employees doing comparable work, the interest and welfare of the public, and the ability of Black Hawk County to fund the existing language, the factfinder recommends as most reasonable no change to this language.



6. **Exhibit "A" (Wages).**

A. **Black Hawk County Position.** The County proposes a 1.25% across the board increase for all employees. In support of its position, the County notes that all of the internal bargaining units that have settled this year are well below the Union position on wages and are contributing more for insurance than the Union proposes. See County Exhibit I-3. The County also notes that the settlement history shows that the eight bargaining units in Black Hawk County tend to settle at the same or very similar levels. Id. The County further notes that both the factfinder and the arbitrator last year awarded wages far below the Union's proposal and similar to other internal settlements of Black Hawk County. The County notes that counties in the comparability group have also settled at wage levels similar to settlements at Black Hawk County, or at around 2.32%. See County Exhibit I-3 and S-7. The County notes that it is in the worst financial condition of any county in the comparison group, and has the highest county wide levy rate by 22.2%. See County Exhibit I-3. The County argues that it has "overriding drastic budget problems."

The County's wage information was contained at County Exhibits W-1 to W-14. The County's exhibits contain both internal and external comparability, and the County concludes that its wage rates are very comparable to other counties and that it has several benefits that employees of other counties do not enjoy. Id. While its deputies are neither "high nor low," the County notes that deputy sheriffs at Black Hawk County are within the pay range of the comparison counties, but that the other classifications are either number one (booking clerks and master control

technicians), or number two (dispatchers) in comparison to similarly situated employees including longevity. See County Exhibit W-1 and W-8.

The County also notes that its proposal is a 4.95% total package increase in wages and benefits costs, while the Union is proposing a 7.58% total package increase. See County Exhibit W-1.

Finally, while the County appears to argue for internal comparability, the County also notes that the sheriffs department employees enjoy an average hourly rate higher than every other Black Hawk County employee except those in the County Attorney's office. See County Exhibit S-5. In this respect, the County notes that the sheriffs department employees have an average hourly rate of \$18.17, which is well above those employees in the clerical, nursing, maintenance and secondary roads, conservation, and health departments. Id. The County concludes that if the deputies were settled at the same level as the other units, the deputies will receive a bigger increase simply due to their higher average wage rate, therefore, "this unit should be awarded less than the other units." See County Exhibit S-5. The County also submitted other exhibits comparing its wages to those in Black Hawk County and in other comparison groups. Compare County Exhibit S-2, S-3, S-4, S-5 and S-7. The average settlement in the comparison counties is 2.32%. See County Exhibit S-7. In response to this exhibit, the County notes that it has the worse budget in the comparison group and should be settled below the average. The County also notes that the CPI for 2004 was 2.4% (Employer Exhibit S-6), but also noted that the Consumer Price Index is not one of the factors to be considered by the factfinder.

Finally, regarding the Union's proposal, the County argued that it was out of line with internal and external comparability, and that having a "split" wage increase was also rare. See County Exhibit S-2 (indicating that a split has occurred only three times in the past 15 years).

**B. Teamsters #238 Position.** The Teamsters are proposing a "split" wage increase of a 2% increase effective July 1, 2005, and another 2% increase January 1, 2006. The Union does not dispute the County's calculations that this would amount to a 3% increase in the fiscal year with a 1% increase deferred to the next fiscal year, for a total increase of 4%. The Union also did not dispute County Exhibit S-2, indicating that the split increase had been agreed to at least three times since 1990 (fiscal year 1999, fiscal year 2001, and fiscal year 2004). According to the Union, the Consumer Price Index for December, 2004, was 3.4% (the Employer submitted Consumer Price Index information indicating that it was 2.4% for 2004). See Employer Exhibit S-6.

According to the Union, Cerro Gordo County is having a "split" wage increase this year of 1% July 1, 2005, and 1% January 1, 2006. See Union Exhibit 4, appendix A. The Union also notes that all of the other counties in the comparability group have settled around 3% (Dubuque, Linn and Scott Counties). The Union also notes that other county employees have received a 2.25% increase. The Union argued that its wage increase was comparable and the most reasonable.

**C. Findings of Fact and Recommendation by the Fact Finder.** It is undisputed that Black Hawk County is likely in the worst financial condition of any county in its comparison group. See County Exhibit B-1. As noted by other

neutrals, it is not only losing population, but has the highest tax levy and debt ratio, and the poorest financial condition. See Employer Exhibit I-6B, at page 6. See also County Exhibits B-1 to B-37 (budget summary exhibits). It is really not making an inability to pay argument, however. Rather, it is alerting the factfinder to an "extremely poor budget condition." County Exhibit S-1.

Using the County's documents, it is undisputed that the average settlement in the external comparability group is 2.32% (County Exhibit S-7); that the County just settled with two other internal units at 2.25% and another one at 2.13% (County Exhibit S-3); and that the Consumer Price Index for 2004 was 2.4% (County Exhibit S-6). And, the arbitrator last year -- who also noted the County's poor financial condition -- awarded 2%, largely on testimony credited by him that: "the history of the current round of negotiations in Black Hawk County demonstrates that there has occurred pattern bargaining on the matters of wages and insurance." County Exhibit I-6B, at page 8. The arbitrator found that the concept of pattern bargaining in Black Hawk County was "very, very important." Id. at page 9. It is also undisputed that the bargaining pattern has always generally involved a percentage increase, and not a "cents per hour" calculation, nor an evaluation of the total package costs. County Exhibit S-2. While the County argued that some other unions also settled on cents per hour and that they do not "blindly" apply percentages, a careful review of County Exhibit S-2 suggests the percentage increase has been the predominant method of arriving at this internal "pattern." Id. "The settlement history shows the 8 bargaining units tend to settle at the same or very similar levels. The concept of pattern bargaining was relied on by last year's arbitrator and should be equally applicable this year." County Exhibit S-1.

Based on this record, the factfinder recommends a 2.25% increase across the board effective at the beginning of the pay period closest to July 5, 2005. The factfinder finds that a 2.25% across the board increase is consistent not only with the average settlement of the various comparability groups, but is also consistent with internal comparability. Compare County Exhibits S-2, S-3, and S-7. It is also consistent with the rationale proposed by other neutrals selected by the parties (County Exhibits I-6A and B) and the Consumer Price Index (County Exhibit S-6), both of which constitute "other relevant factors" for the factfinder to consider. The factfinder also believes that it is in the public interest and welfare that employees in the sheriffs department receive a reasonable wage increase consistent with other employees both internally and externally. While the County argues this unit should be awarded "less than the other units," (County Exhibit S-5), such a recommendation would be contrary to the longstanding collective bargaining history between the parties as established by the County's own testimony and exhibits. See County Exhibit S-2. In fact, the County stated County Exhibit S-2 was "one of the most important exhibits in evidence." And, if there has ever been a deviation from this history, it was not explained to the factfinder. Finally, there is insufficient evidence in the record to justify a "split" increase in wages as proposed by the Union. County Exhibit S-2 indicates a split has only occurred three times in the last 15 years, and the rationale and collective bargaining history for doing so was not explained to the factfinder.

Therefore, based on the collective bargaining history of the parties, a comparison to other public employees doing comparable work, the interest and welfare of the public, and the ability of Black Hawk County to fund such an

increase, the factfinder recommends that employees receive a 2.25% across the board increase effective at the beginning of the pay period closest to July 1, 2005, for the 2005-2006 year.

#### **H. SUMMARY OF RECOMMENDATIONS/REPORT**

In accordance with the statutory criteria, and for the reasons stated in this report, the fact finder makes the following recommendations as most reasonable regarding the items at impasse:

1. **Article 13 - Insurance.** Effective the first pay period closest to July 1, 2005, the factfinder recommends changes to the following amounts:

Article 13.2	Single premium contribution	\$25
	Family premium contribution	\$75
Article 13.3	Deductible	\$500 single \$1,000 family
	Co-Payment	\$20 (per P.P.O. office visit)

Remainder of Article 13 – current contract.

2. **Article 16 – Casual Days.** The factfinder recommends no changes to this language.

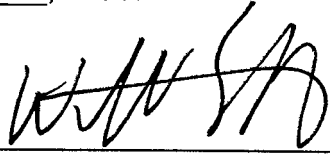
3. **Article 20 – Hours of Work, Section 20.2.** The factfinder recommends no changes to this language.

4. **Article 20 – Hours of Work, Paragraph A.** The factfinder recommends no changes to this language.

5. **Article 26 – Effective Job Classification Changes.** The factfinder recommends no changes to this language.

6. Exhibit "A" (Wages). The factfinder recommends a 2.25% across the board increase effective at the beginning of the pay period closest to July 1, 2005, for the 2005-2006 year.

Dated this 3<sup>rd</sup> day of March, 2005.

  
\_\_\_\_\_  
Wilford H. Stone, Factfinder

CERTIFICATE OF SERVICE

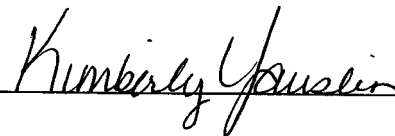
I certify that on the 3<sup>rd</sup> day of March, 2005, I served a copy of the foregoing Report of the Factfinder upon the following persons by mailing pursuant to the Iowa Code and the Iowa Rules of Civil Procedure:

Susan M. Bolte  
Administrative Law Judge  
Iowa Public Employment Relations Board  
514 East Locust Street, Suite 202  
Des Moines, Iowa 50309-1912

Jim Tuecke  
306 Jefferson Street  
Waterloo, IA 50703

Gary Ray  
4403 First Avenue SE, Suite 407  
Cedar Rapids, IA 52402

Jill M. Hartley  
1555 North River Center Drive  
Suite 202  
Milwaukee, WI 53212

  
\_\_\_\_\_



# CHAUFFEURS, TEAMSTERS AND HELPERS

Local Union No. 238

CEDAR RAPIDS, IOWA 52406

Affiliated With The  
International Brotherhood of Teamsters

☐ Main Office - Cedar Rapids, IA 52406  
5000 J Street SW P.O. Box 800  
PHONE 319/365-1451  
WATS (Iowa Only) 1-800-247-4007  
FAX # 319-365-2217

**"HAVE IT DELIVERED BY A UNION DRIVER"**

Gary G. Dunham  
Secretary-Treasurer  
Business Representative

☐ Branch Office - Waterloo, IA 50702  
306 Jefferson Street  
PHONE 319/235-6200  
WATS (Iowa Only) 1-866-235-6200

☐ Branch Office - Burlington, IA  
16482 Hwy. 34, West Burlington 52655  
PHONE 319/752-2723  
WATS (Iowa Only) 1-866-752-2723

February 18, 2005

Gary Ray  
4403 First Avenue SE, Suite 407  
Cedar Rapids, IA 52404

Dear Gary:

The following is the union's position for fact finding with the Black Hawk County  
Sheriff's Office.

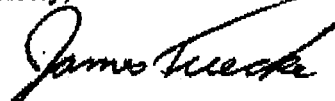
All items to remain current contract with the exception of the following.

13.3 increase the co-payment from \$10 to \$20

26.2 paragraph two delete words 5 or more working days and change section to read  
"When a deputy is assigned by the Sheriff to a sergeants classification the deputy shall be  
compensated hour per hour at the sergeants rate of pay."

Wages 2% increase July 1, 2005 2% increase January 1, 2006

Sincerely,

  
Jim Tuecke  
Business Representative

"UNITED TO PROTECT — NOT COMBINED TO INJURE"

**EXHIBIT**

tabbles

/



**BLACK HAWK COUNTY FACT FINDING POSITION  
TO  
SHERIFF DEPARTMENT UNIT 5  
February 18, 2005**

Article 2 EMPLOYER RIGHTS (page 1) – *delete; permissive*

Article 12 BONDS (page 8) – *delete entire article; permissive*

Article 13 INSURANCE (page 8) – *change as follows:*

13.2: The Employer will provide permanent full-time employees and their dependents the Employer's Preferred Provider group health and dental insurance. Effective July 1, 2005 employees electing single coverage shall contribute *fifty* dollars (~~\$50.00~~) and employees electing dependent coverage shall contribute *one hundred fifty* dollars (~~\$150.00~~) toward the cost of the monthly premium. (*Remainder of paragraph, Current Contract*).

13.3: The Plan Provisions are: (page 8)

Preferred Provider Plan

Deductible	<del>\$250</del> <b>\$500</b> Single <del>\$500</del> <b>\$1,000</b> Family
Co-payment	<del>\$10</del> <b>\$20</b> (per P.P.O. Office Visit)
Co-insurance	<del>85%-15%</del>
Prescription Drugs (no deductible)	20% Generic
(Preferred Pharmacy)	30% Formulary
	40% Non-formulary
90-Day Mail Order Prescription	co-pay as above of first 60-day supply, no co-pay for last 30 days
	\$10 – Generic, \$30 – Formulary, and \$60 – Non-Formulary
Out-of-Pocket Maximum	<del>\$750</del> <b>\$1,000</b> Single <del>\$1,500</del> <b>\$2,500</b> Aggregate Family
Lifetime Maximum	\$1,000,000

Non-Network Provider Provisions\*

*Black Hawk County Fact Finding Position /Sheriff's Office, Unit 5  
February 18, 2005*

*Page 1*



Deductible	<del>\$-600</del> <b>\$1,000</b> Single
	<del>\$1,200</del> <b>\$2,000</b> Family
Co-Insurance	60%-40%
Prescriptions	No coverage except in case of emergency.
Non-Preferred Pharmacy	If emergency, will cover per PPO rates
Out-of-Pocket Maximum	<del>\$1,500</del> <b>\$2,500</b> Single
	<del>\$3,000</del> <b>\$5,000</b> Family

\*The Non-network Provider Provisions become effective when an employee elects to utilize a care provider who is not a network provider participant.

Article 16 CASUAL DAYS (page 12) – *add new provision 16.3 as follows:*

**16.3: This article does not apply to those employees hired on or after 7-1-06.**

Article 20 HOURS OF WORK (page 13) – *Current contract except the following changes:*

**20.2: - change the second paragraph as follows:**

On ~~February 1,~~ and August 1, employees shall be given the opportunity to submit their shift preference to the Sheriff and Communications Center Manager. Employees shall be awarded their selection on the basis of seniority within each division, as long as they are qualified to perform work assigned on their selected shift. The Sheriff or Communications Center Manager may deviate from this if it is determined a Bona Fide Occupational Qualification is necessary for proper staffing. Results of the biannual shift selection shall be effective the pay period closest to ~~March 1,~~ and September 1. When an employee is assigned to a different division after ~~March 1,~~ or September 1, he will be allowed to select his shift preference based on seniority.

A. Scheduled: - *change to read:*

~~When the necessity for overtime is known more than eight (8) hours in advance, such time will be distributed to the division employees by seniority. A monthly sign-up sheet shall be posted for employees to volunteer for available overtime hours. Voluntary overtime opportunities known more than eight (8) hours in advance shall be rotated. An employee who is called for overtime will move to the bottom of the list.~~

Article 26 EFFECT OF JOB CLASSIFICATION CHANGES (page 17)

**26.2: - Delete first sentence as follows:**

~~When a deputy is assigned by the Sheriff to a lieutenant's job classification for six (6) or more consecutive working days, he shall receive the rate of pay of the lieutenant's classification.~~

**Exhibit "A" – Change salary schedule as follows:**

*Change heading dates – ~~7-1-04 to 6-30-05~~ 7-1-05 to 6-30-06*

*The salary schedule for 2005-2006 will increase 1.25% across the board and shall become effective at the beginning of the pay period closest to July 1, 2005.*